

**UNITED STATES DISTRICRT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JAMIKA SMITH-CHESTER (néé) SMITH,
individually and on behalf of similarly situated
persons,

Plaintiff,

Case No. 23-cv-10664

Hon. Jonathan J.C. Grey

v.

KRATOCHVIL LAW, P.C. f/k/a
KRATOCHVIL & CHIMKO, P.C. f/k/a
CHIMKO & ASSOCIATES, P.C.;
BRENT M. KRATOCHVIL;
RPM AUTO SALES, INC.;
54A JUDICIAL DISTRICT COURT, in its
official capacity and on behalf of a Defendant class
of JUDICIAL DISTRICT COURTS,

Defendants.

**STIPULATION AND ORDER
UNDER RULE 21 TO DROP
DEFENDANT RPM AUTO SALES, INC.**

NOW COMES Plaintiff Jamika Smith-Chester (néé) Smith, Defendant Brent M. Kratochvil, Kratochvil Law, P.C., (being sued as Kratochvil Law, P.C. f/k/a Kratochvil & Chimko, P.C. f/k/a Chimko & Associates, P.C.), and RPM Auto Sales, by and through their undersigned counsel, and stipulate to the below proposed Order under Rule 21 that the Defendant RPM Auto Sales, Inc., is to be dropped as a Defendant in this lawsuit. In support of this request, Plaintiff cites to the following authority: *Philip Carey Mfg. Co. v. Taylor*, 286 F.2d 782, 785 (6th Cir. 1961) (*quoting* Aluminum, Inc. et al v. American Cyanamid Co. et al., 203 F.2d 105, 108

(2nd Cir. 1953)) (“Rule 41(a)(1) provides for the voluntary dismissal of an ‘action’ not a ‘claim’; the word ‘action’ as used in the Rules denotes the entire controversy, whereas ‘claim’ refers to what has traditionally been termed ‘cause of action.’ Rule 21 provides that ‘Parties may be dropped or added by order of the court on motion * * *’ and we think that this rule is the one under which any action to eliminate Reynolds as a party should be taken.”); *Letherer v. Alger Grp., LLC*, 328 F.3d 262, 266 (6th Cir. 2003) (*overruled on other grounds*); *United States v. Roberts*, No. 5:19-cv-234-JMH, 2019 WL 6499128, at *2 (E.D. Ky. Dec. 3, 2019); *Wilkerson v. Brakebill*, No. 3:15-cv-435-TAV-CCS, 2017 WL 401212 (E.D. Tenn. Jan. 30, 2017) (“Rule 21 is the more appropriate rule.”); *Lester v. Wow Car Co., Ltd.*, No. 2:11-cv-850, 2012 WL 1758019, at *2 n.2 (S.D. Ohio May 16, 2012) (“the Sixth Circuit has suggested that dismissal of an individual party, as opposed to an entire action, is properly conducted pursuant to Rule 21, not Rule 41”).

In so stipulating, Defendant RPM Sales, Inc., does not waive, and in fact, reserves, all rights, remedies, and arguments, including but not limited to all rights, remedies, and arguments asserted in Defendant RPM Auto Sales, Inc.’s Motion to Dismiss (ECF No. 14).

Defendants Brent M. Kratochvil, Kratochvil Law, P.C., are not waiving any right to compel arbitration by entering into this stipulation.

Respectfully submitted,

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UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JAMIKA SMITH-CHESTER (née)
SMITH, individually and on behalf of
similarly situated persons,

Case No. 23-10664

Plaintiff,

Hon. Jonathan J.C. Grey

v.

KRATOCHVIL LAW, P.C. f/k/a
KRATOCHVIL & CHIMKO, P.C. f/k/a
CHIMKO & ASSOCIATES, P.C.;
BRENT M. KRATOCHVIL; RPM
AUTO SALES, INC.; 54 JUDICIAL
DISTRICT COURT, in its official
capacity and on behalf of Defendant
class of JUDICIAL DISTRICT
COURTS,

Defendants.

ORDER

This matter having come before the Court on stipulation of the parties under Rule 21 to drop Defendant RPM Auto Sales, Inc. as a Defendant from this lawsuit:

IT IS HEREBY ORDERED that under Rule 21 Defendant RPM Auto Sales, Inc. is hereby dropped from this lawsuit.

IT IS FURTHER ORDERED that the case caption in future filings shall reflect that RPM Auto Sales, Inc. has been dropped as a Defendant.

IT IS FURTHER ORDERED Defendant RPM Sales, Inc., does not waive, and in fact, reserves, all rights, remedies, and arguments, including but not limited to all rights, remedies, and arguments asserted in Defendant RPM Auto Sales, Inc.'s Motion to Dismiss (ECF No. 14).

IT IS FURTHER ORDERED Defendants Brent M. Kratochvil, Kratochvil Law, P.C., and Defendant RPM Sales, Inc. are not waiving any right to compel arbitration by entering into this stipulation.

Dated: September 25, 2023

s/ Jonathan J.C. Grey

Hon. Jonathan J.C. Grey
United States District Judge